

EXHIBIT L

Minga, Jay

From: Vora, Samir <SVora@milbank.com>
Sent: Friday, May 24, 2019 11:26 AM
To: Jones, Hannah L; Liou, Jessica; 'Lillian Grossbard'; Singh, David;
'dherman@cravath.com'; 'pbenvenutti@kellerbenvenutti.com'; Slack, Richard;
Karotkin, Stephen; 'mkozycz@cravath.com'; Kramer, Kevin
Cc: Leblanc, Andrew; Stone, Alan; Bray, Gregory; Kreller, Tom; Wolf, Julie
Subject: RE: PG&E - Draft Protective Order
Attachments: PGE Draft 19-30088 Protective Order. [MILBANK EDITS].DOCX

Hi Hannah and Weil/Cravath teams: thanks for passing the draft along. Our edits are in the attached, in track. Happy to discuss, and please include me on correspondence going forward – thanks.

Best,
Samir

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From: Jones, Hannah L. [<mailto:Hannah.L.Jones@weil.com>]
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Subject: RE: PG&E - Draft Protective Order

Hello Milbank Team,

Following up to see if the UCC has any comments to the Debtors' proposed Protective Order.

Best,
Hannah

From: Jones, Hannah L.
Sent: Friday, May 17, 2019 4:38 PM
To: Leblanc, Andrew <ALEblanc@milbank.com>; 'gbray@milbank.com' <gbray@milbank.com>
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Subject: PG&E - Draft Protective Order

All,

Attached please find the Debtors' proposed Protective Order for the Chapter 11 Cases. Please let us know if the UCC has comments.

Best,
Hannah

Weil

Hannah L. Jones
Associate

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CONFIDENTIAL

WEIL/CRAVATH DRAFT 5/17/2018

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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

Bankruptcy Case No. 19-30088 (DM)

PG&E CORPORATION

Chapter 11

- and -

(Lead Case)

**PACIFIC GAS AND ELECTRIC
COMPANY,**

(Jointly Administered)

Debtors

**[PROPOSED] CONFIDENTIALITY AND
PROTECTIVE ORDER**

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

WFII 196958026\12\67615.0013

1 This Confidentiality and Protective Order (“**Order**”) shall govern the production, review,
2 disclosure, and handling of any Discovery Material (as defined herein) by any person or entity (each a
3 “**Party**” and, collectively, the “**Parties**”) in connection with the above-captioned chapter 11 cases
4 pending before the United States Bankruptcy Court for the Northern District of California (the
5 “**Bankruptcy Court**”), Ch. 11 Case Nos. 19-30088 (DM) and 19-30089 (DM) (collectively, the
6 “**Chapter 11 Cases**”).
7

8 1. PURPOSES AND LIMITATIONS

9 This Order applies to all discovery in the Chapter 11 Cases and related proceedings, including
10 informal discovery, discovery under Bankruptcy Rule 2004, and discovery in connection with judicial
11 or other proceedings, such as contested matters, adversary proceedings and other disputes (each, a
12 “**Case**,” and collectively, the “**Cases**”). The Parties have sought or may seek certain Discovery Material
13 (as defined below) from one another with respect to the Chapter 11 Cases (collectively, “**Discovery**
14 **Requests**”) as provided by the Federal Rules of Civil Procedure (the “**Federal Rules**”), the Bankruptcy
15 Rules, and the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy Court (the “**Local**
16 **Rules**”). The purpose of this Order is to facilitate and expedite the production, exchange and treatment
17 of Discovery Material (as defined below) and to protect Discovery Material that a Party seeks to maintain
18 as confidential. However, the Parties acknowledge that this Order does not entitle them to file
19 confidential information under seal without further order of the Court; United States District Court for
20 the Norther District of California Civil Local Rule 79-5 (incorporated into the Local Rules by Rule 1001-
21 2) sets forth the procedures that must be followed and the standards that will be applied when a Party
22 seeks permission from the Court to file material under seal.

23 2. DEFINITIONS

24 2.1 Challenging Party: a Party that challenges the designation of information or items under
25 this Order.

26 2.2 Counsel (without qualifier): Outside Counsel of Record or House Counsel (as well as
27 their support staff).

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1 2.3 Designating Party: a Party that designates information or items that it produces in
2 response to Discovery Requests as “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”,
3 “PROFESSIONAL EYES ONLY” or “CONTRACTOR CONFIDENTIAL.”

4 2.4 Discovery Material: all items or information, regardless of the medium or manner in
5 which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and
6 tangible things), that are produced or generated in disclosures or responses to Discovery Requests or
7 provided to industry advisors, financial advisors, accounting advisors, experts and consultants (and their
8 respective staff) that are retained by the Debtors’ creditors in connection with the Chapter 11 Cases,
9 including deposition testimony, interrogatories, answers to interrogatories, requests for admission,
10 responses to requests for admission, documents, information and things produced, including information
11 provided to the Receiving Party orally, as well as any and all copies, abstracts, digests, notes, summaries,
12 and excerpts thereof.

13 2.5 House Counsel: attorneys who are employees or contractors of a Party. House Counsel
14 does not include Outside Counsel of Record or any other outside counsel.

15 2.6 Outside Counsel: attorneys who are not employees of a Party but are retained to represent
16 or advise a Party regarding the Chapter 11 cases. With respect to the Debtors, and any Official
17 Committee, Outside Counsel refers to counsel that has been retained by one of the above Parties and
18 whose retention has been approved by the Court.

19 2.7 Producing Party: a Party that produces Discovery Material.

20 2.8 Professional Vendors: persons or entities that provide litigation support services (e.g.,
21 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
22 retrieving data in any form or medium) and their employees and subcontractors.

23 2.9 Protected Material: any Discovery Material that is designated as “CONFIDENTIAL”,
24 “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or “CONTRACTOR
25 CONFIDENTIAL.”

26 2.10 Receiving Party: a Party that receives Discovery Material directly from the Producing
27 Party.
28

Commented [A1]: There does not appear to be a distinction
between these designations. Consider merging into one of the other.

1 3. SCOPE

2 This Order applies to all Discovery Material exchanged in or subject to discovery that is
3 produced, formally or informally in response to or in connection with any Discovery Requests in the
4 Cases. Discovery Material produced informally by the Debtors in connection with the Chapter 11 Cases
5 or pursuant to Rule 2004 (unless otherwise agreed by the Debtors) may only be used in the Chapter 11
6 Cases, including in connection with any contested motions in the Chapter 11 Cases, and may not be used
7 in connection with any adversary proceeding or other litigation. This Order does not affect, amend or
8 modify any existing confidentiality agreements, Committee Bylaws, non-disclosure agreements,
9 intercreditor agreements, protective orders or similar agreements applicable to any Producing Party
10 and/or Receiving Party, and nothing in this Order shall constitute a waiver of any rights under such
11 agreements or orders. Where this Order is in conflict with any existing confidentiality agreements,
12 intercreditor agreements, Committee Bylaws, non-disclosure agreements, protective orders or similar
13 agreements applicable to any Producing Party and/or Receiving Party in connection with the Cases, the
14 provision that provides the most confidentiality protection for Discovery Materials applies.

15 The protections conferred by this Order cover not only Protected Material, but also (1) any
16 information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or
17 compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or
18 their Counsel that might reveal Protected Material. However, the protections conferred by this Order do
19 not cover the following information: (a) any information that is in the public domain at the time of
20 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving
21 Party as a result of publication not involving a violation of this Order, including becoming part of the
22 public record through trial or otherwise; and (b) any information known to the Receiving Party prior to
23 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
24 information lawfully and under no obligation of confidentiality to the Designating Party.

25 4. DURATION

26 Even after Debtors' emergence from Bankruptcy, the confidentiality obligations imposed by this
27 Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court order
28 otherwise directs. The Debtors' emergence from Bankruptcy shall not relieve the Parties from their

1 responsibility to maintain the confidentiality of Discovery Material pursuant to this Order, and the Court
2 shall retain jurisdiction to enforce the terms of this Order.

3 5. **DESIGNATING PROTECTED MATERIAL**

4 5.1 **Manner and Timing of Designations.** Subject to paragraphs 5.5 and 5.6 and, except as
5 otherwise provided in this Order, or as otherwise stipulated or ordered, Discovery Material that qualifies
6 for protection under this Order must be clearly so designated before the material is disclosed or produced.
7 Any Producing Party may designate Discovery Material as “CONFIDENTIAL”, “HIGHLY
8 CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or “CONTRACTOR CONFIDENTIAL” in
9 accordance with the following provisions:

10 5.2 **“CONFIDENTIAL” Material.** A Producing Party may designate Discovery Material as
11 “CONFIDENTIAL” if such Producing Party believes in good faith (or with respect to documents
12 received from another person, has been reasonably advised by such other person) that: (1) such
13 Discovery Material (a) constitutes or contains nonpublic proprietary or confidential technical, business,
14 financial, personal or other information of a nature that can be protected under the Bankruptcy Rules or
15 the Federal Rules or (b) is subject by law or by contract to a legally protected right of privacy; or (2) the
16 Producing Party (a) is under a preexisting obligation to a third-party to treat such Discovery Material as
17 confidential or (b) has in good faith been requested by another Party or non-Party to so designate such
18 Discovery Material on the grounds that such other Party or non-Party considers such Discovery Material
19 to contain information that is confidential or proprietary to such Party or non-Party.

20 5.3 **“HIGHLY CONFIDENTIAL” or “PROFESSIONAL EYES ONLY” Material.** A
21 Producing Party may designate Discovery Material as “HIGHLY CONFIDENTIAL” and/or
22 “PROFESSIONAL EYES ONLY” if such Producing Party believes in good faith (or with respect to
23 documents received from another person, has been reasonably advised by such other person) that such
24 Discovery Material constitutes or includes “HIGHLY CONFIDENTIAL” and/or “PROFESSIONAL
25 EYES ONLY” Material that is of such a nature that a risk of competitive injury or a material risk to the
26 Debtors’ development of a plan of reorganization or emergence from Bankruptcy would be created if
27 such Discovery Material were disclosed to persons other than those identified in Paragraph 7.3 of this
28 Order, such as trade secrets, sensitive financial, personal or business information, including insurance

1 policy information, or material prepared by its industry advisors, financial advisors, accounting advisors,
2 experts or consultants (and their respective staff) that are retained by any Party in connection with these
3 Chapter 11 Cases, and only to the extent that the Producing Party believes in good faith that such material
4 is of such a nature that Highly Confidential or Professional Eyes Only treatment is warranted.

5 5.4 “CONTRACTOR CONFIDENTIAL” Material. A Producing Party may designate
6 Discovery Material as “CONTRACTOR CONFIDENTIAL” if disclosure of such Material to a PG&E
7 contractor would create a substantial risk of serious harm that could not be avoided by less restrictive
8 means. “PG&E Contractors” means any non-party or entity retained to provide any goods and/or
9 services to PG&E. This designation will also encompass the following: (1) any information copied or
10 extracted from Contractor Confidential material; (2) all copies, excerpts, summaries, or compilations of
11 Contractor Confidential material; and (3) any testimony, conversations, or presentations by parties or
12 their Counsel that might reveal Contractor Confidential material.

13 5.5 Manner Of Designating Discovery Material. Designation in conformity with this Order
14 requires:

15 (a) for information in documentary form (e.g., paper or electronic documents, but
16 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix
17 the legend “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY” or
18 “CONTRACTOR CONFIDENTIAL” to each page that contains protected material.

19 (b) for testimony given in deposition or in other pretrial or trial proceedings, such
20 testimony may be designated as appropriate by: (a) Stating so orally on the record and requesting that
21 the relevant portion(s) of testimony is so designated; or (b) Providing written notice within ~~twenty-~~
22 ~~one~~seven (24) days of the Party’s receipt of the final transcript from the court reporter that the relevant
23 portion(s) of such transcript or recording of a deposition thereof is so designated, except in the event that
24 a hearing on related issues is scheduled to occur within ~~twenty-one~~seven (724) days, in which case the
25 foregoing ~~twenty-one~~seven (24) day period will be reduced to ~~seven-three~~(37) business days ~~but in no~~
26 ~~event less than 3 business days before a hearing on related issues.~~ Until expiration of the aforesaid
27 designation period, as applicable, following receipt of the transcript by the Parties, all deposition
28

1 transcripts and recordings shall be considered and treated as Confidential Material unless otherwise
2 designated by counsel to any Party on the record at the deposition or in other pretrial or trial proceedings.

3 (c) for information produced in some form other than documentary and for any other
4 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
5 containers in which the information or item is stored the legend "CONFIDENTIAL", "HIGHLY
6 CONFIDENTIAL", "PROFESSIONAL EYES ONLY" or "CONTRACTOR CONFIDENTIAL."

7 5.6 Inadvertent Failures to Designate. The failure to designate particular Discovery Material
8 as "CONFIDENTIAL", "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES ONLY" or
9 "CONTRACTOR CONFIDENTIAL" at the time of production shall not operate to waive a Producing
10 Party's right to later designate such Discovery Material as Protected Material or later apply another
11 designation pursuant to this Order ("Misdesignated Material"). At such time, arrangement will be made
12 for the destruction of the Misdesignated Material or for the return to the Producing Party of all copies of
13 the Misdesignated Material and for the substitution, where appropriate, of properly labeled copies of
14 such Discovery Material. Upon receipt of replacement copies of such Misdesignated Material with the
15 proper designation, the Receiving Party or Parties shall promptly take all commercially reasonable steps
16 to return or destroy all previously produced copies of such Misdesignated Material. If requested by the
17 Producing Party, a Receiving Party shall verify in writing that it has taken all commercially reasonable
18 steps to return or destroy such Misdesignated Material. No Party shall be deemed to have violated this
19 Order if, prior to notification of any later designation, such Discovery Material was disclosed or used in
20 any manner consistent with its original designation but inconsistent with its later designation. Once such
21 later designation has been made, however, any Discovery Material shall be treated in accordance with
22 that later designation; provided, however, that if the material that was not designated has been, at the
23 time of the later designation, previously publicly filed with a Court, no Party shall be bound by such
24 later designation except to the extent determined by the Court upon motion of the Party that did not make
25 the designation.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
28 providing written notice of each designation it is challenging and describing the basis for each challenge.

1 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the
2 challenge to confidentiality is being made in accordance with this specific paragraph of the Order. The
3 Parties shall attempt to resolve each challenge in good faith and must begin the process by conferring
4 directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14-5 days
5 of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief
6 that the confidentiality designation was not proper and must give the Designating Party an opportunity
7 to review the Protected Material, to reconsider the circumstances, and, if no change in designation is
8 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next
9 stage of the challenge process only if it has engaged in this meet and confer process first or establishes
10 that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

11 6.2 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,
12 the Challenging Party may seek a ruling from the Bankruptcy Court that such information should not be
13 treated as Confidential, Professional Eyes Only or Highly Confidential Material. No Confidential,
14 Professional Eyes Only or Highly Confidential Material shall be filed in the public record prior to such
15 a determination by the Bankruptcy Court. Any motion brought pursuant to this provision must be
16 accompanied by a competent declaration affirming that the movant has complied with the meet and
17 confer requirements imposed by the preceding paragraph. The burden of persuasion in any such
18 challenge proceeding shall be on the Challenging Party. Frivolous challenges, and those made for an
19 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other Parties) may
20 expose the Challenging Party to sanctions. All Parties shall continue to afford the material in question
21 the level of protection to which it is entitled under the Producing Party's designation until the Court rules
22 on the challenge.

23 6.26.3 Timing of Challenge to Confidentiality Designations. A Receiving Party shall not be
24 obliged to challenge the propriety of a confidentiality designation at the time made, and a failure to do
25 so shall not preclude a subsequent challenge thereto. The failure of any Party to challenge the
26 designation by a Producing Party of Discovery Materials as "Confidential" or "Highly
27 Confidential/Professional Eyes Only" during the discovery period shall not be a waiver of that Party's
28 right to object to the designation at trial.

1 7. ACCESS TO AND USE OF DISCOVERY MATERIAL

2 7.1 Use of Discovery Material. A Receiving Party may use Discovery Material that is
3 disclosed or produced by another Party solely for the purposes of these Chapter 11 Cases and not for any
4 other purpose, including any other litigation or judicial proceedings, or any business, competitive,
5 governmental, commercial, or administrative purpose or function. In the case of use by Official
6 Committees or Committee Professionals, Protected Material may be used only in a manner consistent
7 with the Committee's duties and responsibilities. Such Protected Material may be disclosed only to the
8 categories of persons and under the conditions described in this Order. When the Debtors emerge from
9 Bankruptcy, a Receiving Party must comply with the provisions of section 14 below (FINAL
10 DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a location and in a
12 secure manner that ensures that access is limited to the persons authorized under this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by
14 the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
15 information or item designated "CONFIDENTIAL" only to:

16 (a) the officers, directors, employees, and Counsel of the Receiving Party to whom
17 disclosure is reasonably necessary for purposes of the Chapter 11 Cases or a Case;

18 (b) where the Receiving Party is an Official Committee, its members, Outside
19 Counsel and its advisors that are retained by the Official Committee or its Outside Counsel and where
20 necessary approved by the Court, to whom disclosure is reasonably necessary for purposes of the Chapter
21 11 Cases or a Case;

22 (c) the Debtors;

23 (d) any Official Committee, including its members, and the Official Committee's
24 Outside Counsel to whom the Producing Party has given consent;

25 (e) the U.S. Trustee;

26 (f) any other persons specified in Paragraph 7.3 below.

27 7.3 Disclosure of "HIGHLY CONFIDENTIAL" or "PROFESSIONAL EYES ONLY"
28 Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating

1 Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL"
2 or "PROFESSIONAL EYES ONLY" only to:
3 (a) Outside Counsel of the Receiving Party to whom disclosure is reasonably
4 necessary for purposes of the Chapter 11 Cases or a Case;
5 (b) financial advisors, accounting advisors, experts and consultants (and their
6 respective staff) that are retained by the Receiving Party (and in the case of the Debtors or any Official
7 Committee, approved by the Court) in connection with the Chapter 11 Cases who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);
9 (c) financial advisors, accounting advisors, experts and consultants (and their
10 respective staff) that are retained by any Party (and in the case of the Debtors or any Official Committee,
11 approved by the Court) in connection with the Chapter 11 Cases, to whom the Producing Party may
12 consent in writing and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
13 A).
14 (d) Outside Counsel for the U.S. Trustee;
15 (e) the Bankruptcy Court or any Court to which an appeal of a Case is taken, and their
16 personnel;
17 (f) court reporters and their staff, professional jury or trial consultants, mock jurors,
18 and Professional Vendors to whom disclosure is reasonably necessary for purposes of the Chapter 11
19 Cases or a Case and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
20 (g) for purposes of witness preparation, any deponent or witness who was noticed for
21 a deposition, or is on a witness list for hearing or trial, in preparation for his or her noticed deposition,
22 hearing, or trial testimony where such Protected Material is determined by counsel in good faith to be
23 necessary to the anticipated subject matter of testimony, and that doing so would not cause competitive
24 harm, provided, however, that such persons (1) sign the "Acknowledgment and Agreement to Be Bound"
25 (Exhibit A), (2) are only provided such Protected Material in connection with preparation for the
26 anticipated testimony, and (3) shall not be permitted to retain copies of such Protected Material.
27
28

(i) _____ the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

6 ~~(d)(1)~~ any adverse witness during the course of a deposition where counsel questioning
7 the witness reasonably and in good faith believes that questioning the witness regarding the document is
8 necessary and that doing so would not cause competitive harm.

(k) any other person or entity with respect to whom the Producing Party may consent in writing and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

11 7.4 Disclosure of “CONTRACTOR CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
13 disclose any information or item designated “CONTRACTOR CONFIDENTIAL” only to those parties
14 listed in sections 7.2 – 7.3, but may not disclose such information to PG&E contractors or their advisors.

15 **7.5 Filing or Submitting Protected Material To Court.** Without written permission from the
16 Designating Party or a court order secured after appropriate notice to all interested persons, a Party may
17 not file in the public record related to a Case or the Chapter 11 Cases any Protected Material. A Party
18 that seeks to file any Protected Material with the Court must file under seal in accordance with the
19 Federal Rules, the Bankruptcy Rules, the Local Rules, and the individual practice rules of the Judge.
20 Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the
21 specific Protected Material at issue.

22 **7.57.6 Use of Protected Material in Open Court.** The limitations on disclosure in this Order shall
23 not apply to any Discovery Materials offered or otherwise used by any Party at trial or any hearing held
24 in open court except as provided in this paragraph. As part of any pretrial conference or any meet and
25 confer regarding the use of exhibits in any evidentiary hearing, and at least 72 hours prior to the use of
26 any Protected Material at trial or any hearing to be held in open court, counsel for any Party who desires
27 to offer or use such Protected Material at trial or any hearing to be held in open court shall meet and
28 confer in good faith with the Producing Party together with any other Parties who have expressed interest

1 in participating in such meet and confer to discuss ways to redact the Protected Material so that the
2 material may be offered or otherwise used by any party, in accordance with the provisions of the
3 Bankruptcy Code and Bankruptcy Rules. If the Parties are unable to resolve a dispute related to such
4 Protected Material, then the Producing Person bears the burden of requesting relief from the Court and,
5 in the absence of such relief, there shall be no limitations on the ability of the Parties to offer or otherwise
6 use such Protected Material at trial or any hearing held in open court.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
8 PROCEEDINGS

9 If a Party is served with a subpoena or a court order issued in other proceedings that compels
10 disclosure of any information or items designated in a Case or these Chapter 11 Cases as
11 “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL”, “PROFESSIONAL EYES ONLY”, or
12 “CONTRACTOR CONFIDENTIAL” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification shall include
14 a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to issue in
16 the other litigation that some or all of the material covered by the subpoena or order is subject to this
17 Order. Such notification shall include a copy of this Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
19 Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
21 court order shall not produce any Protected Material before a determination by the Court from which the
22 subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The
23 Designating Party shall bear the burden and expense of seeking protection in that Court of its confidential
24 material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving
25 Party in this action to disobey a lawful directive from another Court.

26 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material
28 to any person or in any circumstance not authorized under this Order, the Receiving Party must

1 immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best
2 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to
3 whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or
4 persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
5 A. Disclosure of Protected Material other than in accordance with the terms of this Order may subject
6 the disclosing person to such sanctions and remedies as the Court may deem appropriate.

7 10. INADVERTENT PRODUCTION OF PRIVILEGED DISCOVERY MATERIAL

8 This Order is entered pursuant to Rule 502(d) of the Federal Rules of Evidence. If a Producing
9 Party produces materials that the Producing Party later discovers to be privileged or subject to other
10 protection, such as work-product protection, the production of that material shall not be deemed to
11 constitute the waiver of any applicable privileges or protections. In such circumstances, shortly after
12 the Producing Party becomes aware that privileged material was produced, it must notify the Receiving
13 Party and request, at the Producing Party's election, either the return or the destruction of the produced
14 material. Immediately after receiving such notification, the Receiving Party shall, as instructed, return
15 or destroy and confirm destruction of all such produced material, including all copies, notes, and/or
16 summaries thereof in any Receiving Party work product. The Receiving Party shall not use the contents
17 of such material for any purpose, including in connection with any effort seeking to compel production
18 of the produced material. The Receiving Party must take reasonable steps to retrieve the produced
19 material if the Receiving Party disclosed it before being notified. Such return or destruction and
20 confirmation of destruction shall not preclude the Receiving Party from seeking to compel production
21 of the produced material for reasons other than its production or any information about the contents of
22 the material that was gained due to its production. Moreover, this Order shall not prevent any Party from
23 challenging the designation of such material as privileged or protected and moving to compel production
24 of allegedly privileged or protected documents. If the Receiving Party becomes aware during the review
25 of any material that is likely to be privileged or subject to other protection, the Receiving Party shall
26 immediately notify the Producing Party and sequester the material until the Producing Party has had a
27 reasonable opportunity to respond.

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1 11. DEPOSITIONS

2 11.1 Presence Of Persons During Deposition Testimony. Anyone who attends a deposition is
3 subject to the provisions of this Order with respect to such deposition. When Protected Material is
4 elicited during a deposition, persons not entitled to receive such information under the terms of this Order
5 shall, upon request, be excluded from the portion of the deposition so designated.

6 11.2 Responsibilities And Obligations Of Court Reporters. In the event that testimony is
7 designated as Confidential, Highly Confidential or Professional Eyes Only Material, the court reporter,
8 who shall first have agreed to abide by the terms of this paragraph, shall be instructed to include on the
9 cover page of each such transcript the legend, "This transcript portion contains information subject to a
10 Protective Order and shall be used only in accordance therewith," and each page of the transcript shall
11 include the legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES
12 ONLY" or "CONTRACTOR CONFIDENTIAL" as appropriate. If the deposition is recorded, the
13 recording shall also be subject to the same level of confidentiality as the transcript and include the legend
14 "CONFIDENTIAL", "HIGHLY CONFIDENTIAL", "PROFESSIONAL EYES ONLY," or
15 "CONTRACTOR CONFIDENTIAL" as appropriate, if any portion of the transcript itself is so
16 designated.

17 12. PRODUCTION OF CUSTOMER SMART METER DATA

18 12.1 Pursuant to California Public Utilities Commission Decision No. 11-07-056 and related
19 decisions, utility customer smart meter usage data may only be disclosed after providing affected
20 customers with seven days notice and an opportunity to object to such disclosure as required by the
21 Decision. Pursuant to Debtor Pacific Gas and Electric Company's tariff Electric and Gas Rules 9.M and
22 27, confidential customer information is subject to similar prior notice requirements as applicable to such
23 customer information. To the extent Debtors produce customer smart meter usage data subject to these
24 rules and tariffs, Debtors shall provide affected customers with appropriate notice prior to production
25 and appropriate notification to the affected customers as required by the rules and tariffs. Producing

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1 Party and Receiving Party shall comply with all federal and state privacy laws as applicable to customer
2 data under this Order.

3 13. **MISCELLANEOUS**

4 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
5 modification by the Court in the future, including as this Order applies to any particular contested matter
6 or adversary proceeding.

7 13.2 Right to Assert Other Objections. Nothing in this Order waives any right by a Party that
8 it otherwise would have to object to disclosing or producing any information or item on any ground not
9 addressed in this Order. Similarly, no Party waives any right to object on any ground to use in evidence
10 of any of the material covered by this Order.

11 13.3 Continuing Applicability Of Order. The provisions of this Order shall survive the
12 Debtors' emergence from Bankruptcy for any retained Discovery Material. The Debtors' emergence
13 from Bankruptcy shall not relieve the Parties from their responsibility to maintain the confidentiality of
14 Discovery Material pursuant to this Order, and the Court shall retain jurisdiction to enforce the terms of
15 this Order.

16 13.4 Amendment Of Order. This Order is subject to modification by this Court upon good
17 cause shown by any Party. Nothing herein shall preclude a Party from applying at any time (including,
18 without limitation, after the conclusion of these Chapter 11 proceedings) to the Court for relief from
19 (including, without limitation termination of) any or all of the provisions of this Order. The Debtors and
20 the Party seeking to modify or terminate the Order shall meet and confer in good faith to reach an
21 agreement on any issues in dispute concerning the meaning, application, or interpretation of this Order
22 prior to any application to the Court for resolution of such dispute. A Producing Party and a Receiving
23 Party may agree to modify this Order as it applies to a particular production or a particular proceeding
24 in the Cases with (7) business days prior notice to the Debtors.

25 13.5 Use Of Discovery Material By Producing Party. Nothing in this Order affects the right
26 of any Producing Party to use or disclose its own Discovery Material in any way. Such disclosure will
27 not waive the protections of this Order and will not otherwise entitle other Parties or their attorneys to
28 use or disclose such Discovery Material in violation of this Order.

1 **13.6 Obligations Of Parties.** Nothing herein shall relieve a Party of its obligations under the
2 Federal Rules, Bankruptcy Rules, Local Rules, or under any future stipulations and orders, regarding the
3 production of documents or the making of timely responses to Discovery Requests in connection with
4 any Dispute or the Chapter 11 Cases.

5 **13.613.7 Advice of Counsel.** Nothing herein shall prevent or otherwise restrict counsel
6 from rendering advise to their clients in connection with these Chapter 11 proceedings and, in the course
7 thereof, relying on examination of Protected Material; provided, however, that in rendering such advice
8 and otherwise communicating with such client, counsel shall not make specific disclosure of any
9 information in any manner that is inconsistent with the restrictions or procedures set forth herein.

10 **13.713.8 Enforcement.** The provisions of this Order constitute an Order of this Court and
11 violations of the provisions of this Order are subject to enforcement and the imposition of legal sanctions
12 in the same manner as any other Order of the Court.

13 **14. FINAL DISPOSITION**

14 Within 60-90 days after the conclusion of the Debtors' emergence from Bankruptcy, unless
15 otherwise ordered by the Court, a Producing Person that has produced Protected Material under this
Order may make a written request to the Receiving Parties that all such Protected Material produced by
such Producing Person and copies thereof be returned to the Producing Person or destroyed. Within 30
days after receipt of such written request, the Receiving Party shall take all commercially reasonable
steps to return or destroy the Protected Material produced by the so requesting Producing Person and
copies thereof, and provide a certification to the Producing Person that the Protected Material has been
returned or destroyed, except that: counsel may retain for its records their work product and a copy of
court filings, deposition transcripts, deposition videotapes, deposition exhibits, expert reports, and
exhibits introduced at any hearing; and a Receiving Party may retain Protected Material that is autho-
archived or otherwise "backed up" on electronic management and communications systems or servers,
or as may be required for regulatory recordkeeping purposes; provided that such retained documents will
continue to be treated as provided in this Order. each Receiving Party must return all Protected Material
to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material"
28 includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing

any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Outside Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. A Receiving Party's obligations under this paragraph shall not require the destruction or return of Confidential, Highly Confidential or Professional Eyes Only Material by Outside Counsel that is stored on backup storage or in archiving solutions made in accordance with regular data backup procedures for disaster recovery or litigation hold, provided that Outside Counsel maintains the confidentiality thereof in accordance with this Order. If a Receiving Party chooses to take all commercially reasonable steps to destroy, rather than return, documents in accordance with this paragraph, that Receiving Party shall, if requested by the Producing Party, verify such destruction in writing to counsel for the Producing Party. Notwithstanding anything in this paragraph, to the extent that the information in the Discovery Material remains confidential, the terms of this Order shall remain binding.

IT IS SO ORDERED.

DATED: _____

Judge Dennis Montali

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Confidentiality and Protective Order that was issued by the United States Bankruptcy Court for the Northern District of California on [date] in *In re PG&E Corp., et al.*, CASE NO. 3:19-bk-30088 (the “Order”). I agree to comply with and to be bound by all the terms of the Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Order to any person or entity except in strict compliance with the provisions of the Order.

I further agree to submit to the jurisdiction of the United States Bankruptcy Court for the Northern District of California for the purpose of enforcing the terms of this Confidentiality and Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of the Order.

19 Date: _____

20 | City and State where sworn and signed: _____

22 Printed name: _____

24 || Signature: